837.

SUPREME COURT OF THE UNITED STATES.

No. 56.

NATHANIEL BURWELL, COMPL'T. AND APPELLANT,

vs.

DANIEL CAWOOD, WM. C. GARDNER, EXECUTOR OF JOSEPH MANDEVILLE, DEC., AND JOHN WEST.

ON APPEAL FROM THE CIRCUIT COURT U. S., ALEXANDRIA, D. C.

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838.

DISTRICT OF COLUMBIA, *to wit:*

Pleas before the Hon. the Judges of the United States Circuit Court of the District of Columbia, for the county of Alexandria, at the court-house in said county, June 26th, 1842.

Title.

NATHANIEL BURWELL, Complainant,
against
DANIEL CAWOOD, WILLIAM C. GARDNER, Executor of JOSEPH MANDEVILLE, dec'd, and JOHN WEST. } Def'ts in Chancery.

Be it remembered, that heretofore, to wit, at the rules held in the clerk's office of the said court, for the month of December, 1838, came the complainant, by Robert I. Taylor, esquire, his solicitor, and filed there a certain bill against the said defendants, which is in the words and figures following:

To the Hon. Judges of the Circuit Court of the District of Columbia, sitting in Chancery, at Alexandria.

Bill.

Humbly complaining, shews to your honors, your orator, Nathaniel Burwell, that, on the ——— day of ———, one Daniel Cawood, and one Joseph Mandeville, entered into copartnership in the mercantile business at Alexandria, to be carried on at their joint risque, and on their joint account, at the town of Alexandria, under the firm of Daniel Cawood & Company; that, by the articles of copartnership, it was to continue until the first day of September, 1838; that, on the third day of June, in the year 1837, the said Joseph Mandeville duly made and published his last will and testament, to which, on the 11th day of July in the same year, he added a codicil, also duly executed; that, by the said codicil, the said Joseph declared it to be "his will that his interest in the copartnership subsisting between the said Daniel Cawood and himself, should be continued therein until the expiration of the time limited by the articles between them; the business to be conducted by the said Daniel Cawood, and the profits and loss to be distributed in the manner the said articles provided;" all of which will appear by an authenticated copy of the said will and codicil, exhibited herewith as a part of this bill.

Your orator charges that the execution of the said codicil was procured by the said Daniel Cawood; that the said Joseph Mandeville soon after departed this life, that is to say, on or about the —— day of July, 1837.

That, of the executors appointed by his will, Robert I. Taylor renounced the executorship, and that the other executor, William

C. Gardner, took on himself the burden of administering the estate of the said Joseph, and obtained letters testamentary thereon from the Orphans' court of Alexandria county.

Your orator charges that assets of the estate of the said Joseph, sufficient to satisfy all his debts, and the debts of the said Daniel Cawood & Company, have come to the hands of the said William C. Gardner, to be administered.

Your orator charges, that the said Daniel Cawood having assented to the continuance of the said copartnership under the terms of the said codicil, carried on the same mercantile business at Alexandria, aforesaid, for the benefit, and at the risque of himself, and of the said Joseph Mandeville's estate, until the 1st day of September, 1838, using the same style and firm, and giving it out, and causing it to [be] understood by the customers and others, that the estate of the said Joseph Mandeville, as well as the said Daniel's, remained bound for the fulfilment of all contracts of the firm, and for the payment of all debts created by it.

Your orator further charges, that, from the commencement of the said copartnership, he had been in the habit of selling his produce to the said firm, and of sending it to them sometimes for sale, and sometimes to be stored on his own account; that after the death of the said Joseph Mandeville, relying on the responsibility of his estate to the payment of the debts of the firm held out by the said codicil, and on the assurance of the said Daniel, your orator continued to carry on his business with the firm as he had done theretofore.

And that the said Daniel Cawood, on the 28th day of July, 1838, executed and delivered to your orator the promissory note of the said firm, payable thirty days after date, for the sum of eight hundred dollars; and on the same day, in the name of the firm, accepted a bill drawn by your orator on the firm for one thousand dollars, payable on the 31st day of the same month to William H. Mount.

Your orator charges, that the said note and acceptance were both given for produce sold by your orator to the said firm, or stored for sale on your orator's account, and not accounted for to him; and that in any profits which might have been made on the sale of the said produce, or on the storage thereof, the said Joseph Mandeville's estate was entitled to participate, under the articles of copartnership with the said Daniel Cawood, and the codicil before mentioned; and that the whole transactions from which the said note and acceptance arose, were within the scope of the business and trade embraced in the said articles, and carried on, and intended to be carried on, under the said firm by the parties to it.

That neither the said note nor the said acceptance had been paid; and the latter has been taken up by your orator, and is now, with the said note, exhibited herewith as part of this bill.

That the said Daniel Cawood has failed in trade, and is not able to satisfy the debts due from the said firm. That your orator has

applied to the said William C. Gardner, as executor of the said Joseph Mandeville, for payment, but the said executor, considering your orator's demand as of a novel character, is unwilling to take on himself the responsibility of payment.

All which actings and doings of the said Daniel Cawood, and of the said William C. Gardner, are contrary to equity, and tend to the manifest wrong and oppression of your orator.

In tender consideration whereof, and in as much as your orator has no remedy in the premises, at common law, and can only be relieved by interposition of your honorable court, where matters of this kind are properly cognizable, and to the end that the said Daniel Cawood and the said William C. Gardner, as executor of the said Joseph Mandeville, may be made defendants hereto, and may, on oath, true and perfect answer make to the premises, as fully as if the matter before charged were repeated and specially interrogated; and more especially that they may say whether the said Daniel Cawood and Joseph Mandeville did not enter into copartnership, as before charged; when they did so; for what period of time it was to be continued; and in what trade or business were they to be engaged under it; did not the said Joseph duly execute and publish his last will and the codicil annexed, as before charged; did not the said Daniel procure the said codicil to be made, or did he not afterwards agree to continue the firm on the terms therein mentioned; did he not hold out to the persons dealing with him, and amongst others to your orator, or was it not generally understood, that the estate of the said Joseph, under the provisions made by the said codicil, was to remain bound for the fulfilment of the contracts of the firm after the death of the said Joseph; did he not continue to transact business in the name of the said firm after the death of the said Joseph as he had done before; was not the note and acceptance hereinbefore mentioned given to your orator for money due from the firm, on transactions properly within the terms of the copartnership.

And that the defendants may be compelled to exhibit the said articles of copartnership, and to satisfy and pay the sums due to your orator, with interest thereon, and expenses of protest, and that your honors may make such further and other decrees in the premises as may be most consistent with equity and conscience.

May it please your honors to grant to your orator, the United States, most gracious writ of subpœna to the said defendants directed.

R. I. TAYTOR,
Solicitor for complainant.

Will of Jos. Mandeville.

Exhibits referred to in bill.—1st. Joseph Mandeville's will.

I, Joseph Mandeville, of Alexandria, in the District of Columbia, thankful to Divine Providence, which has ever rewarded my industry and blessed me with a fair portion of health, do hereby direct

the disposal which I desire of my earthly remains, after my decease, and of such real and personal property as I may possess when called hence to a future state. If I die in Alexandria, or within such distance thereof as will permit the transportation of my body thither, I desire my remains to be deposited in the tomb which contains those of my deceased wife, Lidia—the passage to which will be found about seven feet below the surface of the earth at the east end thereof, which, by removing some loose bricks close to the north side of a central line, or the tomb stone, admission of my body will be obtained. To James Mandeville, if living, only surviving son of my late brother, John Mandeville, I bequeath ten thousand acres of land, part of my estate, said to contain ninety thousand acres, upon the head waters of Guyandotte river, in Logan, or partly in Logan and Fayette counties, in the State of Virginia, to be laid off in one survey, as square as possible; beginning and ending on a boundary line of the whole tract; he is required to settle permanently on the said land within two years after my decease, if the plat be laid off in that time, and he be not settled on other lands of his own; otherwise this bequest shall be void.

To Mary and Julia, daughters of my said brother John, I bequeath three thousand dollars, jointly or equally divided, as may suit them.

To Maria Scott, wife of Sabret E. Scott, of Washington city, the only surviving daughter of my late brother Jonathan Mandeville, I bequeath three thousand dollars. * * * *

My late partner, Samuel B. Larmour, was in the service of Mandeville and Jamesson; he had neither capital or experience when I gave him part in a profitable business with me; his habitual rudeness of temper rendered him so offensive to me that I was about to end connexion with him in October, 1813, when I received from him the annexed letter. My wife, to whom he had been particularly offensive, besought my forbearance with him, because of a supposed growing attachment between him and Susan, a daughter of my deceased brother Jonathan, then under my care; for their interests I suppressed my just resentment, which has been cause of regret to me ever since. It was well known in Alexandria, that I had been his early and effective friend; whatever I thought of my services, by introducing to business of respectability a young man of his condition, I never intimated that he was under obligation to me; he, however, thought so differently to the world around and to myself, on that subject, that he has often gratuitously, and insolently, told me that he was under no obligation to me; but that I, which did somewhat surprise and amuse me, was his debtor for services.

He has often said, very unnecessarily, he did not expect any thing from me for his family; I never made any profession on that subject. I do not question the truth of what he said, but his manner seemed to tell me that, as he had married my niece, he or his family ought to have all I could earn beyond my own subsistence, without

reference to any other claims upon me; if he really never acted upon such idea, so much the better for his conscience. He had done better for his family in refraining from such expressions. When I was wealthy, compared to my present condition, his family, for years, notwithstanding his improper conduct to me, stood favorably noticed in my will; to him alone is owing any change in that particular. May he and they be prosperous and happy.

If I die in single life, I bequeath all my household furniture, useful or ornamental, my books, pictures, plate, and all things appertaining to my dwelling-house, or my person, to Sarah A. Hill, now of Washington city, to whom I am indebted for the faithful, prudent management of my household affairs, many years, wherein her uniform correct deportment well deserves my respectful remembrance; also, I give to her my two slaves Prince Hamilton and Sarah Dyson. As the said slaves are both advanced in life, I consider this disposal as a favor to them. If, as may be the case, any thing in the affairs of said Sarah A. Hill renders it prudent to make a sale of my said furniture and property, and to pay over the proceeds to her rather than to deliver said property to her, which my executors can learn by inquiry of herself, they will dispose of it in that manner, and pay the proceeds to her, subject to a charge of their services as moderate as they please to make it. To Eliza Hill, eldest daughter of the said Sarah, I bequeath two thousand dollars.

To Rebecca J. Hill, youngest daughter of the said Sarah, I bequeath the like sum of two thousand dollars.

About November, 1817, the orphans' court of Alexandria appointed me guardian to Ellen Kelly, daughter of Mary Ann Kelly. I placed said Ellen in care of Martha Oswold, of Leesburg, upon whose death said Ellen remained in care of her daughter, who was married to one Daniel Mathias, of Leesburg. While she so remained, being known probably largely concerned in the destination of my Virginia lands, said Mathias and wife, with others, combined to draw her into marriage with an idle, worthless connexion of their families. I had withdrawn her from the house of Mathias, but saw conspiracy in such shapes as convinced me I would only accelerate the completion of their schemes by contending; therefore I let her go back to them, but took care to convince them they would not gain one cent of my property, nor receive any compensation from me for her subsistence while detained from my lawful authority. The effect of this was to end a wicked attempt upon my property, through her. Said Ellen assumed my name, instead of Kelly, by my direction; she was well educated, and had, together with Mrs. Mathias, taught school at Harper's Ferry. I bequeath to said Ellen Mandeville three thousand dollars; and if she do marry, with the approbation of my executors, not otherwise, they are hereby fully authorized to make a deed to her, and her heirs, of ten thousand acres of land, part of my before named tract of 90,000 acres, in Logan county, Virginia. If my personal property should not cover the entire amount of legacies I

have or may give, my executors will dispose of so much of my real estate as will fully pay them.

John West, formerly of Alexandria, now of Mobile, I hereby make my residuary legatee, recommending him to consult with, and follow the advice of, my executors in all concerning what I leave to him.

I have been constantly and carefully attended for about seven months, under a painful disorder of body, by Jamima Ross, whose health has been affected by night watching over me; my executors will pay to said Jamima five hundred dollars, in requital of her care to me; or I ordain her the sum of thousand dollars, instead of five hundred as aforesaid.

And I do hereby appoint Robert I. Taylor and William C. Gardner, of Alexandria, aforesaid executors of this my last will, without other security than my confidence in their good faith, their judgment, and responsibility. All life being uncertain, I name two executors, that if the one should die, my heirs may have one other known responsible person to attend to their interests.

In witness of all which I have hereto set my hand and seal, in Alexandria, this third day of June, in the year of our Lord one thousand eight hundred and thirty-seven.

JOSEPH MANDEVILLE, [L. S.]

Signed, sealed, and delivered in the presence of

DANIEL CAWOOD.
EDGAR SNOWDEN.
MATHEW MEAGHER.

Codicil to the preceding Will, made this eleventh day of July, 1837.

It is my will that my interest in the copartnership subsisting between Daniel Cawood and myself, under the firm of Daniel Cawood & Company, shall be continued therein until the expiration of the term limited by the articles between us; the business to be conducted by the said Daniel Cawood, and the profit or loss to be distributed in the manner the said articles provide.

In witness whereof I have hereto subscribed my name.

JOSEPH MANDEVILLE.

Published and declared by the testator as and for a codicil to his will, and signed by him in our presence, and at his request set our name in attestation thereof.

MATTHEW MEAGHER,
R. I. TAYLOR.

At a session of the Orphan's court for the county of Alexandria, in the District of Columbia, the 9th day of September, 1837, this last will and testament of Joseph Mandeville, dec., was proved in due form of law by Daniel Cawood, Edgar Snowden and Matthew Meagher, witness thereto; and the codicil to the said will was, in

like manner, proved by Matthew Meagher and R. I. Taylor, the witnesses to the same, and ordered to be recorded.

Letters testamentary were then granted to William C. Gardner, one of the executors. Robert I. Taylor, the other executor, renounced his appointment, and refused to act.

Test: A. MOORE,
Reg. Wills.

A copy.

Test: A. MOORE,
Reg. Wills.

Draft referred to in complainant's bill.

Dolls. 1000.

Alexandria, 28 *July*, 1838.

On the 31st inst., pay to the order of Mr. W. H. Mount one thousand dollars for value received, and charge to account of yours.

NATH'L. BURWELL.

To Daniel Cawood & Co.

Accepted, DAN'L. CAWOOD & CO.

Note referred to in complainant's bill.

Alexandria, 28 *July*, 1838.

Dolls. 800.

Thirty days after date, we promise to pay to the order of Mr. N. Burwell, eight hundred dollars, for value received, negotiable and payable at the Bank of Potomac.

DANIEL CAWOOD & CO.

Due 27–30 August.

Dolls. 1000.

Alexandria, 28 *July*, 1838.

On the 31st inst. pay to the order of Mr. Wm. H. Mount one thousand dollars for value received, and charge to account of yours.

NATH'L. BURWELL.

To Daniel Cawood & Co., *Alexandria, D. C.*

Accepted, DAN'L. CAWOOD & CO.

Protest.

DISTRICT OF COLUMBIA, *County of Alexandria, to wit:*

Be it known, that on the 3d day of August, one thousand eight hundred and thirty-eight, I, Lewis Hooff, Notary Public, by lawful authority duly commissioned and sworn, dwelling in Alexandria, in the county and district aforesaid, at the request of William H. Mount's clerk, presented the original draft, whereof the above is a copy, at the store of Daniel Cawood & Co., and demanded of the clerk payment of the same, which he did not pay, saying Mr. Cawood was not in, and he had no funds to pay it. Gave the drawer notice by mail this day. Therefore I, the said Notary, at the request

aforesaid, do hereby protest against the drawer of said draft, and all others whom it doth or may concern, for the non-payment thereof.

Dated at Alexandria, 3d day of August, one thousand eight hundred and thirty-eight.

LEWIS HOOFF, *Notary Public.*

Prot. $1 75.

Bill taken for confessed, and set for decree.

At another day, to wit: at the rules held in the clerk's office of the said court, for the month of April, 1839, came the complainant by his said attorney, and on his motion his bill is taken for confessed, and set for decree.

Answer of Mandeville's executor filed, and general replication.

At another day, to wit: at a court continued and held for the district and county aforesaid, the 3d day of June, 1839, came the complainant, by his solicitor, and the defendant, William C. Gardner, by Lawrence B. Taylor, Esq., his solicitor, and filed his answer to the complainant's bill in this suit, to which the complainant replies generally.

Referred to master commissioner Eaches to settle the account of Mandeville's executor.

And thereupon, on the motion of the said William, the order taking the complainant's bill for confessed, is set aside as to him; and the complainant's bill having been regularly taken for confessed, and set for decree, as to the defendant Daniel Cawood, is now here, on the motion of the complainant, with the assent of the said William C. Gardner, by his solicitor aforesaid, decreed and ordered that the said William C. Gardner do settle the account of his executorship on the estate of Joseph Mandeville, deceased, before master commissioner Eaches, and that the said commissioner do take an account of the personal assets in the hands of the said executor; and of such outstanding debts, and other personal assets as may reasonably expected to be received hereafter by him; of the debts due from the estate of the said Joseph remaining unpaid, and of the real estate whereof he said Joseph died seized; showing where the same is situated, the clear annual amount of rents and profits, and its probable value in fee simple. And it is by the court further decreed, that the said Daniel Cawood do settle before the same commissioner the accounts of the transactions of the late firm of Daniel Cawood & Co. until its termination. And that the said commissioner do settle the accounts of the individual partners with the said firm. That he ascertain the amount of merchandize and other assets of the said firm remaining in the hands of the defendant Daniel Cawood; the amount of outstanding debts due to the firm, with the names and places of residence of the debtors; and

amount of debts remaining due and unpaid from the firm. And to enable the said commissioner to settle the accounts of the said copartnership, it is ordered that the said Daniel Cawood do surrender to him the books and papers of the said firm; and that he submit to answer on oath such interrogatories as the commissioner shall propound to him, touching and pertinent to the matters aforesaid. And it is by the court further decreed, that the said commissioner do ascertain the origin of the claim of the complainant in this suit; whether the same arose out of his transactions in business with the said firm within limits of the copartnership, and what is now due to the complainant. Which answer is in the words following:

Answer of W. C. Gardner, executor.

The separate answer of William C. Gardner, executor of Joseph Mandeville, late of Alexandria, deceased, to the bill of complaint exhibited against him and Daniel Cawood before the circuit court of the District of Columbia, sitting in chancery, at Alexandria, by Nathaniel Burwell. This respondent reserving to himself the benefit of exception to the complainant's bill, in answer to so much thereof as he is advised is material, answers and says, that he admits that his testator did enter into copartnership with the defendant, Daniel Cawood, as the complainant has charged, and that his testator did, in due form of law, execute and publish his last will and testament with a codicil annexed, which has since been proved and registered in the Orphan's court of Alexandria county, of which the complainant has, so far as regards the matter in controversy in this suit, exhibited a true extract. He admits that he took on himself the burden of the execution of the said will, and obtained letters testamentary thereon from the Orphans' court of county of Alexandria, and that Robert I. Taylor, the other executor therein named, renounced the executorship. He admits that the copartnership in the bill mentioned was continued under the firm of Daniel Cawood and Company, after the death of his testator, under the codicil to his will, to the 1st day of September, 1838, and that his testator departed this [life] on or about the
day of July, one thousand eight hundred and thirty-seven. Of the origin of the complainant's demand this respondent has no knowledge, nor has he any such accurate information as to the state of the funds of the copartnership in the hands of the said Daniel Cawood, as will enable him to say whether they are or are not sufficient to pay the debts of the firm, having so far been unable to effect any settlement of the affairs of the copartnership with the said Daniel Cawood.

This respondent does not, therefore, admit that the assets of his testator in his hands are liable to the payment of the debts of the firm of Daniel Cawood and Company, and requires the complainant to make proof of all such matters as may be necessary to es-

tablish such liability, if in truth it exist; and if such liability be established, then this respondent further says, that he has not in his hands personal assets of his testator, sufficient, after satisfying debts due by judgment to Joshua Scholfield, and to Scholfield, Redfern and Company, to satisfy the complainant's claim. This respondent prays to be hence dismissed with costs.

LAW. B. TAYLOR, *for Respondent.*

Answer of Daniel Cawood, filed.

And at another day, to wit: at a court continued and held for the district and county aforesaid, the 14th day of October, 1839, came the complainant, by his solicitor, and the defendant, Daniel Cawood, by Chr. Neale, his attorney, and filed his answer, to which the complainant replies generally, (see page 50 of this record,) and by consent of the complainant, and of the said Daniel Cawood, it is agreed, that the orders for an account made at the last term of this court, in this suit, shall remain in force, substituting only Edward Green as special commissioner to take the same, in the place of Joseph Eaches.

Referred to Special Commissioner Green.

And it is further ordered, that the said special commissioner in the case of William Fowle & Son against the said defendants, shall moreover settle and report the account between the parties; and that he shall in like manner settle and report the account between the parties in every other of the suits in which he shall be required to do so by the complainant, or either of the defendants; and by like consent, this suit is set for hearing at the next term of this court on the bill, answer, and exhibits on the account which shall be taken as aforesaid; and on such further testimony, by deposition or otherwise, which the parties, or any of them, may in the meantime file; and general commissions to take depositions, are by like consent, awarded to the parties, complainant and defendants, to be executed at any time before the 14th day of April next.

And at a court continued and held for the district and county aforesaid, the of May, 1840, came the parties aforesaid, by their attorneys, and this cause is continued.

And at a court continued and held for the district and county aforesaid, the day of October, 1840, came the parties aforesaid, by their attorneys, and this cause is continued.

At another day, to wit: at a court continued and held for the district and county aforesaid, the 7th day of June, 1841, came the parties aforesaid, by their attorneys, and master commissioner Green, filed his report; and it is ordered that the defendant, Daniel Cawood, out of the money reported to be due from him, pay to commissioner Green, two hundred and ninety-one dollars, his fee for stating the accounts, and this cause is continued.

Commissioner Green's Report filed.

COMMISSIONER'S OFFICE, 10*th May*, 1841.

NATHANIEL BURWELL and others,
vs.
DANIEL CAWOOD and others. } In Chancery.

To the honorable, the Judges of the Circuit Court of the United States of the District of Columbia, sitting in Alexandria.

The commissioner appointed by your honorable court to settle and adjust the accounts in the suits above named, respectfully reports; that on an examination of the books and papers of the late firm of Daniel Cawood & Co., which had been placed in his hands, your commissioner finds that articles of copartnership were entered into, agreed upon, and signed, between the late Joseph Mandeville and Daniel Cawood, on the 9th day of July, 1836, to continue for three years from the 1st day of September, 1835, or until the decease of either of the said parties. And it has been proven to your commissioner, that Joseph Mandeville, one of the parties to the aforesaid agreement, did decease on the 24th day of July, 1837, whereby the said copartnery would have ceased and discontinued, but that by a codicil appended to the last will and testament of the said deceased, Joseph Mandeville, it was directed, that the said copartnery should continue to be in force to the end of the term of the aforesaid articles of copartnership. That the said Daniel Cawood did continue to conduct the business of the late firm, as appears by the books of the said firm, until the 31st day of August, in the year, 1838, the term prescribed by the said codicil to the will aforesaid.

That your commissioner examined the state of the account of the said Daniel Cawood previous to the termination of the said partnership, and also into the transactions of the said Daniel Cawood since that period, relative to the affairs of the said partnership; and your commissioner finds that the said Daniel Cawood has received, since the termination of the said partnership, on account of debts then due to the said firm, together with the money then on hand, the sum of $10,048 52, and that out of the funds so received, the said Daniel Cawood has liquidated and paid debts owing by the late firm to the amount of $5,276 19, leaving in the hands of the said Daniel Cawood the sum of $4,772 33, exclusive of the interest accrued upon the same; and your commissioner did proceed to adjust and settle the various accounts for which these receipts and payments were respectively made.

Your commissioner then examined the remainder of the accounts which appear by the books to be unsettled and due to the said firm, and by reference to the debit side of a list herewith returned, headed balances, and marked A, there is exhibited an aggregate of debts uncollected of $11,891 26, of which amount, from the best information your commissioner could obtain, there is supposed to be good, and will eventually be paid, the sum of $5,951 85, which will more fully appear by a list marked B, herewith returned.

With regard to the individual account of the late Joseph Mandeville, and that of Daniel Cawood, previous to the termination of the partnership, your commissioner is constrained to confine himself to report the state of those accounts only as they appear upon the books of the firm, a balance standing at the credit of the late Joseph Mandeville of $5,841 98, and at the debit of the aforesaid Daniel Cawood for the period stated, of $1,067 62 in the former account of your commissioner, is of opinion, that in a strict examination of its various items no cause would be found to vary materially the balance in favor of the late Joseph Mandeville as it now stands, and is above stated; but to the account of Daniel Cawood, some exceptions are taken, which may effect in some measure the balance against the said Daniel Cawood, but not as your commissioner believes to any great amount. On examining the cash account, your commissioner found numerous errors to correct and many deficiences in the money at the periods of the various settlements both before and since the death of the late Joseph Mandeville, which are wholly unaccounted for, and which your commissioner believes cannot now be satisfactorily settled; the account of merchandize he found in a still more deranged state, and was unable, with the limited time at his command, to approach towards a satisfactory arrangement of it; which causes operate to prevent your commissioner from making a more full report of this portion of the business referred to him.

Your commissioner next examined the accounts due to the complainants in this suit, and some others, as shown by the books of the said firm, which will be seen by the credit side of the aforesaid list headed balances, and marked A, amount to the sum of $9,959 27, some of which are believed to have been settled, but of which fact no positive evidence was produced. Of this amount of debts due by the late firm, a list of those which came immediately under the notice of your commissioner is returned herewith, marked C, the particulars relative to which accounts are here inserted. As regards the claims of J. W. Massie and Wheeler, he finds that a settlement was made with them, and a note passed from the said Dan'l Cawood & Co. to the said J. W. Massie and Wheeler, for the balance of that account, dated the 9th day of July, 1838, at sixty days' date, for $256 52—for payment of which note they sue; but there stands charged to the said J. W. Massie and Wheeler, on the books of the said Dan'l Cawood & Co., some items of goods sold and delivered which are not included in the aforesaid settlement, but which were for the sole use of the late J. W. Massie, with the correctness of which your commissioner is fully satisfied, and which amount to $25 06. He therefore reports that there is due to the said J. W. Massie and Wheeler, exclusive of interest, the sum of $231 46.

In the case of A. C. Cazenove & Co., your commissioner finds that they sue for the recovery of two notes of the said Daniel Ca-

wood & Co.; one dated 26th March, 1838, at four months' date, for $247 58—the other dated 10th May, 1838, at four months' date, for $356 77; and he finds an unsettled open account, amounting to $120 89, admitted by the parties to be correct, with which your commissioner is entirely satisfied, and reports accordingly that there is due to the said A. C. Cazenove & Co., exclusive of interest, the sum of $725 24.

Your commissioner in the next place investigated the claim of William Fowle & Son against the late firm, and finds, satisfactorily, the amount (as stated in their account current) due to the said William Fowle & Son is $1,719 33, from which is to be deducted, for a small parcel of goods delivered and not included in the preceding settlement, the sum of $9 36, making, to the satisfaction of your commissioner, the amount due to the said William Fowle & Son, on the 30th January last, $1,709 97.

Your commissioner further finds that the said William Fowle & Son hold in their hands the following notes received by them from the said Daniel Cawood & Co., as collateral security: the note of James M. Tyler, dated the 31st May, 1838, on demand, with interest from the 23d April, 1838, for $810 73, on account of which they have received and credited to the said Dan'l Cawood & Co., in the preceding settlement, $434 33, leaving still to be collected of the note of the said James M. Taylor, exclusive of interest, $376 40; the note also of H. M. Ward, dated 23d March, 1838, on demand, with interest from date, for $113 92, exclusive of the interest which may accrue upon the same—both of which notes are believed to be good, and will be paid; also the note of Wm. J. Bradford, dated the 30th of May, 1838, on demand, who is reported to be insolvent—the note being, however, still held by the said William Fowle & Son—the amount of said note being $270 33.

On investigation of the claim of Hupp & Macher, your commissioner finds that a settlement was made by the said firm of Dan'l Cawood & Co., with the said Hupp & Macher, and the balance as agreed between the parties found to be $600, and for which amount the said Dan'l Cawood & Co. accepted the draft of the said Hupp & Macher, dated 2d April, 1838, at sixty days' date, and on which suit is brought; but in the aforesaid settlement your commissioner finds that an error was made of $36, which is admitted by the said Hupp & Macher. Your commissioner, therefore, reports that there is due to the said Hupp & Macher, exclusive of interest, the sum of $564 00.

Your commissioner further reports, that on examining the account of Nathaniel Burwell, he finds the claim of the said Nath'l Burwell to consist, first, of Dan'l Cawood & Co's note to him, dated 28th January, 1838, at thirty days' date, for $800; and second, for the said Dan'l Cawood & Co.'s acceptance of the said Nath'l Burwell's draft, dated 28th July, 1838, payable on the 31st of the same month, for $1,000, on which draft there is a credit of $100,

paid on the 8th August, 1838; of the correctness of which your commissioner is satisfied, and reports that there is due, exclusive of interest, to the said Nath'l Burwell, the sum of $1,700.

In the case of Crawford & McKim, your commissioner finds that they sue on five drafts or checks, as follows, viz: their draft, dated 6th March, 1838, at 4 months, for $185 95; their draft, dated 20th April, 1838, at sixty days' date, for $350 12; their draft, dated 8th June, 1838, at thirty days' date, for $264 27; their draft, dated the same day, at sixty days' date, for $265 57; all of which drafts were accepted by the said Dan'l Cawood & Co.; also the said Dan'l Cawood & Co.'s draft on the said Crawford & McKim, dated 14th May, 1838, at sight, drawn to enable the said Dan'l Cawood & Co. to pay a draft of the said Crawford & McKim for a like amount, and being for $357 17; all which your commissioner found correct, and reports, accordingly, that there is due to the said Crawford & McKim, exclusive of interest, the sum of $1,423 08.

Your commissioner also reports, that in the books of the said Dan'l Cawood & Co. he finds credited to the account of the said Crawford & McKim, *to* several sums: one for an invoice of goods, dated the 28th March, 1838, amounting to $345 40; and in a letter accompanying the same, the said Crawford & McKim say they are compelled to draw for the amount at sixty days' date; the other invoice is dated the 30th March, 1838, and amounts *to* $287 94; both of which parcels of goods, amounting as before stated, the said Dan'l Cawood acknowledges the receipts of; but the said Dan'l Cawood states to your commissioner his firm belief that the two amounts, as above, are paid, but no evidence to that effect was produced, and your commissioner, supposing that these complainants cannot recover more than they have sued for, and not feeling satisfied that these two amounts are justly due to them, has merely reported the facts.

Your commissioner also reports that he examined the account of Thomas G. Reyburn, who sues on two notes of the said Daniel Cawood & Co., one dated 26th March, 1838, at 20 days date, for $248 86, the other of the same date, at 30 days date, for $249 28, but a charge appears in the books of the late firm, against the said Thomas G. Reyburn, of $15 24, for *for* a payment made on his account and by his order to Andrew J. Fleming, which the said Andrew J. Fleming proved, to the satisfaction of your commissioner, was received by him from the said Daniel Cawood & Co., and on account of the said Thomas G. Reyburn. Report is accordingly made that there is due to the said Thomas G. Reyburn, exclusive of interest, the sum of $482 90.

In the case of Jacob Miller, your commissioner finds that a check on the Bank of Potomac, dated the 11th August, 1838, for $441 50, was given to the said Jacob Miller by the said Daniel Cawood & Co. as the balance due to him on a settlement of his account, but which check was not paid, and on which he sues; but the books

of the said Daniel Cawood & Co. show that the balance then due to the said Jacob Miller was $451 50, and no evidence was produced to prove an error in the account; and your commissioner, being satisfied therewith, accordingly reports that there is due to the said Jacob Miller the sum of $451 50, with interest from the 11th of August, 1838.

The following accounts your commissioner, after examination, found correct, and is satisfied therewith, and reports that there is due to W. R. & C. Hitchcock the sum of $644 45, with interest from the 27th of November, 1838;

That there is due to Sellman & Crook the sum of $313 27, with interest from the 22d January, 1838;

That there is due to C. J. Fell & Brother the sum of $170 75, to bear interest from the 27th of March, 1838;

And that there is due to Jacob Myers & Son the sum of $164 79, bearing interest from the 21st of July, 1838.

The remainder of the accounts which appear on the credit side of the list headed Balances, and marked A, your commissioner believes, from the information he has obtained, that some of them have been settled; but, in the absence of proof to that effect, he has reported them as they stand on the books.

Your commissioner finally reports that, on examining the account of William C. Gardner, the executor of the late Joseph Mandeville, he finds that the said executor has in hands, of the assets of the said deceased estate, in money, the sum of - - $1,400 43

That the estimated value of the property of which the said Joseph Mandeville died seized, for a particular acconnt of which reference is made to schedule marked D, herewith returned, amounts to the sum of - 28,450 00

And that there are two large tracts of land in Western Virginia, of the particulars relating to which your commissioner has received no precise information, but which, from good advice, are valued at - - 4,000 00

The above constitutes the whole of the property belonging to the estate of the late Joseph Mandeville, now in the hands of the executor.

The said estate is indebted to Samuel Bartle, awarded to him by master commissioner Eaches, the sum of - - $138 45

And to the said Samuel Bartle, suspended for want of vouchers, the further sum of - - - - 803 00

There is also a note due to the Bank of Alexandria for the last payment of the Tucker's wharf property, amount about - - - - - - 700 00

These three debts are believed to be all that is now due by the estate of the said deceased Joseph Mandeville. Sundry claims, however, exist against the late firm of S. B. Larmour & Co., but it is the opinion of the executor that sufficient will be collected, of

the outstanding debts belonging to that concern, to discharge the same.

It will be perceived, by the schedule above referred to, marked D, that the annual rents and profits of the said estate amount to the sum of - - - - - - $1,669 00
But after deducting the cost of repairs, insurance, taxes, &c., the neat annual income arising to the estate from this source is about - - - - 1,200 00

Your commissioner's attention has chiefly and necessarily been engrossed by the examination of such accounts as had been settled by Daniel Cawood since the termination of the partnership of Daniel Cawood & Co., and the accounts of the plaintiff in this case, having no means of determining the balances due to or from others, except to take the accounts as they stood on the books.

In the course of his investigation he discovered that William H. Mount's account was nearly balanced, and learned that he has removed from the District of Columbia, and that his books had also been taken. Your commissioner therefore passes this account by, as others not necessary to be settled, in order to adjust those of the parties before alluded to. But, before closing his report, he ascertained that William Fowle & Son held Daniel Cawood & Co.'s notes, endorsed by Wm. H. Mount & Co.:

June 6, 1838, at 60 days, for - -	$461 90
March 5, 1838, at 4 months, for - -	446 63
June 1, 1838, at 30 days, for - -	450 00

drawn by Daniel Cawood & Co. and endorsed by Wm. H. Mount, upon which suit has been instituted, and are admitted by Daniel Cawood to be just. Your commissioner therefore reports them to be due to the said William Fowle & Son, in addition to the sums heretofore stated to be due to them. Upon inquiring of Daniel Cawood, your commissioner learns that credits ought to have been made in the account of said William H. Mount & Co. nearly or quite this amount, principally for goods furnished to persons in the country for account of said Cawood alone, and which, on final adjustment of the accounts between the parties, will be chargeable to said Cawood.

Your commissioner cannot close this report without remarking that, so far as relates to the state of the accounts of the partners, Joseph Mandeville and Daniel Cawood, it must be unsatisfactory to your honorable court as it is to your commissioner. To settle those accounts correctly would require much time, and labor, and information, that perhaps may not be attainable.

As to the correctness of the accounts reported to be due to the plaintiffs in this case, your commissioner has no doubt; and but for his belief that their interest ought not to suffer from any difficulties originating between the defendants, your commissioner would have deferred his report until he could have settled those difficulties.

However, if it should be thought necessary, your commissioner can hereafter adjust the accounts, as well as the means at his command will permit.

All which is respectfully submitted,

EDW'D. GREEN,
Commissioner.

For more easy reference, a recapitulation of the chief items in the foregoing report is here inserted.

Daniel Cawood is indebted, up to the termination of the partnership - - - - - -		$1,067 62
Subsequently - - - - - -		4,772 33
Debts due to Daniel Cawood & Co., considered good - - - -	$5,951 85	
Do do desperate and doubtful	5,939 41	
		11,891 26
Daniel Cawood will also be indebted for the principal part of the three notes to William H. Mount, their amount - - - - - -		1,358 53
Due to Joseph Mandeville - - - -		5,841 98
Debts due by Daniel Cawood & Co. - - -		9,939 94

Returned herewith—

2 papers, lettered A, list of balances;

1 paper, lettered B, list of debts due to D. Cawood & Co. considered good;

1 paper, lettered C, list of debts due by D. Cawood & Co.;

1 paper, lettered D, schedule of property in the hands of executor.

COMMISSIONER'S OFFICE, *May* 11, 1841.

In that part of the above report relating to the claims of Crawford & McKim, your commissioner states "that, in the books of the said Daniel Cawood & Co., he finds credited to the account of the said Crawford & McKim two several sums," for goods furnished the said Daniel Cawood & Co.:

One dated 28th March, 1838, amounting to - -	$345 40
One dated 30th March, 1838, amounting to - -	287 94

An account of these two sums having been sued for, was not handed in to your commissioner at the time of making his first report; but, as he has been subsequently informed that this was an inadvertent omission, and no evidence having been produced to your commissioner that these two sums have been paid, he therefore begs leave to amend the preceding report by adding his belief that the two several sums above mentioned are due to the aforesaid Crawford & McKim, with interest from four months after their respective dates.

Respectfully submitted,

EDW'D. GREEN,
Commissioner.

A.

BALANCES.

Dr.			Cr.		
	L. Hutchins -	$1 46		John Higdon -	$8 57
	Mrs. Davis -	63			
	Francis Randolph	1 50			
	James Carson -	5 75			
	Francis Adams -	3 00			
	Orphan's Asylum	1 50			
	Talliaferro Stinson	50			
	Eugenia Hunter -	26 98			
	Frederick Foote -	21 12			
	Thomas Marbury	50			
	George Lutius -	3 28			
	Jane Shay -	10 19			
	Alfred Coud -	3 25			
	John Tracey -	4 01			
	Horatio Dyer -	2 12			
	Charles Janney -	8 25			
	John L. Yates -	3 20			
	Wm. C. Gardner -	9 88			
	Budnaparte Mitchell	6 75			
	Henry Stuart -	18 24			
	John W. Smith -	7 42			
	John Butler -	63			
	Wm. H. Irwin -	1 56			
	John Robinson -	13 00			
	Edward Garrell -	68			
	Virginia Mills -	1 60			
	William Evans -	2 84			
27	Peter Brenner -	1 50	55	Jacob Miller -	451 50
"	Joseph Zuley -	50	73	John Butcher -	1 75
31	Mrs. Posey -	1 60	74	Samuel M. Janney	9 75
32	—— Cochnour -	1 00	75	J. & W. Snyder -	41 71
36	Henry Spinks -	4 14	95	Dearborn & Co. -	8 00
37	Ned Oldham -	14 86	104	S. Tatsapaugh -	1 58
"	Henry L. Combs -	113 97	118	W.R.&C. Hitchcock	644 45
38	John Rawlings -	2 25	130	C. J. Fell & Brother	170 75
40	—— West, (lieut.)	28	135	Quintin Barker -	1 50
41	George H. Smoot	93 91	168	Jacob Myers & Son	164 79
42	Sandy Guest -	15 00			
"	Orlando Fairfax -	10 53			
	John T. Evans -	12 34			
43	Michael Clary -	10 00			
"	Benjamin Adams	11 88			

Dr.	A—Continued.		Cr.
"	Isaac Walters -	$1 55	
44	James Honesty -	4 50	
"	William T. Green	3 44	
"	Richard C. Mason	48 21	
45	Reuben Potter -	13 23	
45	Newton Keene -	5 66	
46	John Nixon -	28	
48	William Roach -	56 21	
50	Meredith Edmonds	41 19	
"	Mary Stetson -	7 85	
"	Charles M. Gibson	4 25	
51	William Thomas -	25	
53	E. E. A. M. Ward	42 12	
54	James D. Kerr -	62 12	
55	T. T. Henderson -	2 40	
60	Thomas Harris -	50	
61	David Price -	47 37	
66	Henry Chatham -	27 52	
69	George W. Gunnell	9 38	
"	Paul Talbert -	75 79	
73	Leonard Adams -	7 27	
74	Mathias Snyder -	63	
"	Walter Robey -	199 25	
80	Jas.& Jacob Douglass	37 53	
81	Blue & Kuykenall	79 52	
"	William Dean -	27 49	
83	Bernard Hooe -	3 75	
86	Thomas G. Harris	178 54	
"	James Conrad -	24 65	
88	Thomas J. Noland	63 89	
89	John E. Page -	93	
93	Edwin Fitzhugh -	5 00	
"	James B. Beverly	3 00	
95	C. S. Middleton -	7 50	
	Charles Lucius -	27 00	
	John Daingerfield	90	
	James Crane -	1 88	
	Bailey Craine -	3 13	
	Laurance Hammond	1 25	
	Thornton Beall -	2 50	
	Robert D. Sewell	1 50	
97	Snyder & Conman	115 33	
100	Benjamin Waters	7 50	
101	Isabella Deeton -	76	
105	Stephen Chapin -	12 25	

Dr. A—Continued. Cr.

106	Joseph Dodds	$33 64
107	Louisa Preuss	45 24
110	Ann Berry	19 33
111	George Sanders	3 00
112	Thomas Slatford	2 73
114	Louisa M. Collins	62 91
"	Jonathan Butcher & Co.	405 38
117	John Frizell	102 33
120	Thos. M. & Thos. A. Smith	253 84
123	Mrs. Preston	11 06
124	George T. Adams & Co.	221 42
128	Samuel Lunt & Co.	29 02
130	Maria Musgrave	3 20
131	Samuel Plummer	1 92
137	John Javins	427 21
138	Susan Norris	155 80
140	Eliza Kennedy	1 69
141	John Adam	32 90
"	Joseph Nevett	64 87
148	Abijah Janney	17 84
151	Geo. S. Hough	8 70
152	Geo. W. Ashby	31 09
156	Samuel D. Brady	44 70
157	Robert Welsh	84 68
159	Samuel J. Staples	12 03
"	Lloyd M. Lowe	2 62
160	Edgar Snowden	52 77
163	Jane H. Slacum	2 88
"	Robt. H. Miller	76
166	Margaret C. Garner	28 48
169	Elizabeth Baggett	2 00
171	Peyton Norvell	10 25
"	Edward B. Grady	13
172	George Berry	1 75
"	Broadus & Payne	2 48
176	Stephen Sanger	4 25
178	Eliza P. Herbert	16
179	James Vansant	16 53
181	James Atkinson	30 05
182	James J. Major	53 87
185	Judith Carter	34 33
190	Daniel Hilt	8 74

159	Hupp & Macher	$564 00
184	Joseph B. Smith	78 61
190	Sellman & Crook	313 27
191	William Gregory	7 84

Dr. A—Continued. Cr.

192	John Stephenson	$23 65
193	Turner Dawson	6 11
194	Estate of Maria Willis	14 00
195	John W. Watson	91 88
"	Cassius F. Lee	8 50
196	Luther O. Sullivan	7 95
"	Robt. W. Hunter	7 50
197	Elijah Horseman	43 97
198	J. W. Newman	21 37
200	Sampson Hutchinson	4 48
"	John Rodes	1 20
201	Robt. Kelly	50 90
"	James Bryant	14 10
204	Francis Grady	15 31
"	William H. Dogan	11 00
205	James Irwin & Co.	6 00
206	John Posey	8 01
209	Joseph G. Carr	17 13
212	Samuel Bartle	426 05
214	Mary Labilla	40 43
215	Jas. W. F. McRea	2 64
217	George Calvert	40 75
218	Nathaniel Grigsby	145 91
"	Enoch Grigsby	155 18
222	Robert Gray	8 09
223	Thos. Smith	1 65
224	Thos. Turner	10 94
227	Margaret Ashton	15 71
"	Stephen Parsons	11 00
228	Alfred Reid	19 52
229	Alpheus Gibson	12 50
231	Hiram Harrover	88 97
232	James Gorrell	13 42
234	Edward Rector	86 46
235	John Green	3 20
236	Anna Jeffrey	18 45
237	Thos. Swann, jr.	71 85
238	Frederick Maddox	5 28
243	Aurla Glasscock	1 50
244	George Hill	15 63
245	Wm. M. Morrison	13 98
246	Jas. M. Tyler	13
249	Jas. Marshall, sr.	2 90
"	George Rhodes	10 00

229	Thomas G. Marshall	$25 73
256	Burr Weeks	8 45
263	B. Shreve	14 41
264	G. D. Moss	5 25

Dr. A—Continued. Cr.

250	Ezra Lunt	$194	84
"	Rich'd Wright	116	75
251	Matthew Meagher	1	46
253	Elias H. Rector	11	18
254	Daniel Minor	53	45
257	George Jackson	12	00
259	John West	296	33
261	Thomas Thomas	2	25
263	Berkley Ward	3	50
"	J. & W. H. Irwin	4	00
267	Wm. C. Yeaton	10	76
268	John Thomson	27	85
269	John H. Violett	127	41
271	Fenton Adams	20	00
272	Isaac Kell	51	25
274	Phineas Janney	2	50
"	B. R. Wallace	11	66
275	Roger Chew	1	50
276	Senia McIntire	26	82
277	Thomas Ash	2	86
279	Elizabeth Harrison	15	99
280	William Price	21	68
281	Horatio Clagett	7	50
287	John Saunders	158	66
294	Christian Schaeffer	3	01
"	Burr Powell	34	00
297	Geo. McCleish	22	13
298	Horace Stringfellow	23	34
300	Basil Brawner	30	54
303	Edward H. Edelen	10	43
306	John Creighton	33	25
309	Ann Johnston	11	84
310	Mrs. E. Rigs	7	50
314	William N. Mills	23	20
314	Jacob Douglass	2	81
315	Turner Adams	73	99
316	James P. Wood	2	00
"	Geo. T. Adams	275	41
325	John D. Harrison	3	00
"	Henry Clark	27	31
326	David Cooley	12	00
"	Azaria Cooley	49	04
327	G. S. Kneller	5	73
328	Charles King	271	96
329	J. M. Seily	33	11

286	A. C. Cazenove & Co.	$725	24
289	H. B. Powell	96	39
305	James Green	3	62
341	Massie & Wheeler	231	46
347	Jas. E. Mankins & Co.	135	62

"	G. W. Shacklett -	5	00
331	John Tatsapaugh	28	11
333	J. P. Van Tine -	32	32
342	Richard Carter -	83	83
344	Robert Marsey -	13	43
345	Thomas Travers -	201	98
346	Ann R. Rose -	64	61
347	Chrs. Neale -	4	50
351	Wm. Devaughn -	9	00
352	Henry Fairfax -	22	37
353	John Pepsicoe -	3	22
354	Sarah A. Hill -	165	69
355	Chapman Shacklett	2	25
356	Rich'd N. Johnson	208	46
359	Willis Anderson -	9	26
362	Looe & Douglass -	1	56
363	Rich'd Stoops -	73	15
364	Elias Edmonds -	10	45
365	Geo. Price -	93	94
368	Estate of Jno.Carter	309	29
371	Mary Entwissle -	5	20
372	Jno.A.Throckmorton	2	25
"	Mordecai Throck-morton -	11	25
"	John Chapman -	26	32
373	Ann Hughes -	72	74
376	Urial Glasscock -	1	40
377	Nancy Turpin -	3	60
378	Ward & Brothers	5	20
379	Reid Cross -	16	00
380	Elizabeth Laphin	35	62
383	James P. Curbey		50
389	Clagett & Page -	19	24
392	Lawrence Hooff -	2	50
394	Benjamin Cooksey	5	50
395	William Morrill -	4	00
398	Anthony P. Gover	8	75
402	Jacob Curtis -	17	28
403	Thomas Coffer -	21	35
404	James W. Osburn	26	14
405	Elizabeth Marshall	391	81
408	Chas. F. Mercer -	72	14
410	Geo. Hugueley -	7	00
411	Walter Edelin -	1	46
415	Frederick Gross -	2	46

383	Thomas Foster -	$40	56
401	Levi Hurdle -		50

Dr. A—Continued. Cr.

418	Susan&Emma Blunt	$51	43
420	Jos. H. Hampson	7	52
"	William E. Harper	48	66
422	Charles Koones -	32	15
423	William Byrne -	9	63
426	Silas Saunders -	6	20
"	Walter Harris -	490	13
428	William Fox -	10	06
430	Edmund Brown -	2	82
431	Robert H. Miller	17	32
432	Merriman Payne	14	94
434	Russell Wigginton	2	85
435	William H. Mount	44	03
437	Philip Burwell -	5	00
438	James Kidd -	7	50
443	John C. Grigg -	1	00
448	John P. Smith & Co.	65	06
"	John P. Smith -	14	92
458	Morgan Harris -	122	10
462	John Daingerfield	2	63
"	Thos. Whittington	12	00
"	Wilkinson Williams	8	50
"	William E. Harper	4	25
463			
"	H. Dogan -	4	50
472	Patrick Kinslow -	173	23
476	Wm. D. Violett -	275	00
"	John Dixon -	111	53
"	Horatio Dyer -	27	89
477	Frederick Miller -	130	85
"	William Brawner	30	43
517	John Gemeny -	225	91
"	John Sillitoe -	39	00
		$11,891	26

416	Wm. H. Mount & Co.	51	61
425	Daniel S. Kerfoot	18	12
431	Crawford & McKim	2,056	42
433	James Williams -	1	00
436	James Kelso -	7	64
441	Short & Skinner -	75	00
442	Nathl. Burwell -	1,700	00
457	Thos. G. Reyburn	482	90
461	Sabret Scott -	31	52
462	M. Edwards -	17	08
463	B. Barton & Co. -	9	00
"	— Smoot -	18	00
473	John Snyder -	25	71
516	Wm. Fowle & Son	1,709	97
		$9,959	27

B.

A list of debts due to the late firm of Daniel Cawood & Co., which are believed by the commissioner to be good, and will be eventually paid.

James Carson	$5 75
Francis Adams, Loudon county, Virginia	3 00
Orphan Asylum	1 51
Frederick Foote, Prince William, Va.	21 12
Jane Shay	10 19
Horatio Dyer, Prince George's C'ty, Maryland	2 12
Charles Janney, Loudon C'ty, Virginia	8 25
William C. Gardner	9 88
William H. Irwin	1 56
Virginia Mills	1 60
William Evans	2 84
Peter Brenner	1 50
Orlando Fairfax	10 53
John T. Evans	12 34
Isaac Walters, Loudon C'ty, Virginia	1 55
William P. Green	3 44
Richard C. Mason, Fairfax C'ty, Virginia	48 21
Meredith Edmonds	41 19
Charles M. Gibson, Fauquier C'ty, Virginia	4 25
E. E. & A. M. Ward, Charles C'ty, Md.	42 12
James D. Keer	62 12
David Price	47 37
George H. Smoot	93 91
George W. Gunnell, Fairfax C'ty, Virginia	9 38
Paul Talbert, Charles county, Md.	75 79
Walter Rebey, Prince George's county, Md.	199 25
J. & J. Douglass	37 53
William Dean	27 49
Bernard Hooe	3 75
Isaac Conrad, Prince William county, Va.	24 65
Thomas J. Noland, Loudon county, Va.	63 89
James B. Beverley, Fauquier county, Va.	3 00
James & Bailey Craine, Fauquier C'ty, Va.	5 01
Snyder & Cowman	115 33
Benjamin Waters	7 50
Stephen Chapin, Washington city	12 25
George Sanders, Fauquier county, Va.	3 00
Thomas Slatford	2 73
Till & T. A. Smith, Fauquier C'ty, Va.	253 84
George T. Adams & Co., Fauquier C'ty, Va.	221 42
George S. Hough	8 70

B.—Continued.

Samuel D. Brady, Hampshire C'ty, Va.	$44 70
Peyton Norvell, Prince William C'ty, Va.	10 25
Broaddus & Bayne, Loudon C'ty, Va.	2 48
James Vansant	16 53
James Atkinson	30 05
Judith Carter, Fauquier county, Va.	34 33
Daniell Hitt, Fauquier county, Va.	8 74
John Stevenson	23 65
Estate of Maria Willis, Fauquier C'ty, Va.	14 00
Cassius Lee	8 50
Luther O. Sullivan, Fauquier C'ty, Va.	7 95
Robert W. Hunter	7 50
J. W. Newman, Fauquier C'ty, Va.	21 37
Sampson Hutchinson, Loudon C'ty, Va.	4 48
James Bryant	14 10
Francis Grady, Loudon C'ty, Va.	15 31
William H. Dogan, Prince William C'ty	11 00
Samuel Bartle	426 05
James W. T. McRea, Prince William C'ty, Va.	2 64
Nathaniel Grigsby, Fauquier C'ty, Va.	145 91
Thomas Turner, Prince William C'ty, Va.	10 94
Stephen Parsons, Fauquier C'ty, Va.	11 00
Alpheus Gibson, Loudon C'ty, Va.	12 50
Hiram Harrover, Fairfax C'ty, Va.	88 97
William M. Morrison, Wash. city	31 93
James Marshall, sr., Fauquier C'ty, Va.	2 90
George Rhodes, Loudon C'ty, Va.	10 00
Ezra Lunt	194 84
Elias H. Rector, Fauquier C'ty, Va.	11 18
George Jackson, Fauquier C'ty, Va.	12 00
John West	296 33
J. & W. H. Irwin	4 00
Fenton Adams, Fauquier C'ty, Va.	20 00
Isaac Kell	30 00
Thomas Ash, Fauquier C'ty, Va.	2 89
William Price	21 68
John Saunders, Loudon C'ty, Va.	158 66
Burr Powell, Loudon C'ty, Va.	34 00
Horace Stringfellow, Clark C'ty, Va.	23 00
Basil Brown, Prince George's C'ty, Md.	30 54
Edward H. Edelin, Prince George's, Md.	10 43
Ann Johnston	11 84
William N. Mills	23 20
Jacob Douglass, Fauquier C'ty, Va.	2 81
Turner Adams, Fauquier C'ty, Va.	73 99

B.—Continued.

James T. Wood	$2 00
George T. Adams, Fauquier C'ty, Va.	275 41
G. W. Shacklett, " "	5 00
John Tatsapaugh	38 11
J. P. Van Tine, Wash. city	24 00
Thomas Travers	201 98
Ann R. Rose	64 61
Christopher Neale	4 50
Henry Fairfax, Alex'a C'ty, D. C.	22 37
Sarah A. Hill, Wash. city	165 69
Chapman Shacklett, Fauquier C'ty	2 25
Richard N. Johnston, "	208 46
Lowe & Douglass	1 56
Estate of John Carter, Fauquier C'ty	309 29
John Chapman, Prince Wm. C'ty, Va.	12 00
Ward & Brothers, Piscataway, Md.	5 20
Elizabeth Laphen	35 62
Clagett & Page	19 24
Benjamin Cooksey, Fauquier C'ty, Va.	5 50
Jacob Curtis	17 28
Thomas Coffer, Fairfax C'ty, Va.	21 35
Elizabeth M. Marshal, Fauquier C'ty, Va.	291 81
Chas. Fenton Mercer, Loudon C'ty, Va.	72 14
Walter Eldin, Prince George's C'ty, Md.	1 46
Joseph H. Hampson	7 52
Chas. Koones	32 15
Silas Saunders, Fauquier C'ty, Va.	6 20
William Byrne, Fauquier C'ty, Va.	9 63
Walter Harris (probably)	200 00
Russell Wigginton, Prince Wm. C'ty, Va.	2 85
John P. Smith, and John P. Smith & Co., Fauquier C'ty	79 98
Wilkinson Williams	8 50
H. Dogan, Prince William C'ty, Va.	4 50
Horatio Dyer, Prince George's C'ty, Md.	27 89
Frederick Miller, Piscataway, Md.	45 00
William Brawner, Baltimore, Md.	30 43
John Gemeny	100 00
	$5,951 85

N. B.—Those persons in the preceding list, to whose names no place of residence is attached, are residents of Alexandria, D. C.

C.

A list of debts due to sundry persons by the late firm of Daniel Cawood & Company.

To J. W. Massie & Wheeler - - - -	$231 46
A. C. Cazenove & Co. - - - -	725 24
William Fowle & Son - - - -	1,709 97
Hupp & Macher - - - - -	564 00
Nathaniel Burwell - - - -	1,700 00
Crawford & McKim - - - -	1,423 08
Thomas G. Reyburn - - - -	482 90
Jacob Miller - - - - -	451 50
W. R. & C. Hitchcock - - - -	644 45
Sellman & Crook - - - - -	313 27
C. J. Fell & Brothers - - - -	170 75
Jacob Myers & Son - - - -	164 79
	8,581 41
William Fowle & Son, 3 notes in favor of William H. Mount, and by him endorsed - -	1,358 53
	$9,939 94

D.

A schedule of the real estate of the late Joseph Mandeville, in the hands of the Executor, William C. Gardner.

Tenements.	Description of the property.	Tenants.	Annual rent.	Assessed value.	Estimated value.
1	House and lot on Cameron st.	G. Simpson	$84 00	$1,600 00	$1,500 00
1	Do do adjoining	W. King	66 00	1,200 00	1,000 00
	Lot on Queen street		–	1,300 00	800 00
1	House and lot on Royal street	J. West	100 00	2,000 00	1,500 00
2	Houses and lots on Clay hill	Untenantable	–	1,200 00	500 00
	Lot on Oronoko and Union streets	George Seaton	10 00	1,000 00	600 00
1	Lot on Union, store and wharf	Sundry	100 00	6,000 00	3,500 00
	Lot on Water street, opposite Smoot's		–	800 00	400 00
2	Houses (castle) on King street		Settles ground rent & taxes.	4,000 00	
1	House and lot on King street	T. A. H. Evans	175 00	2,200 00	2,000 00
1	House and lot on Pitt street	Samuel Chipley	84 00	1,100 00	1,000 00
1	Store and lot on King street	D. Cawood	150 00	3,200 00	1,600 00
2	Houses and stores on King street	Butcher & Lamond	400 00	7,000 00	6,000 00
1	House and shop on Fairfax street	—— Guyter	100 00		
1	Building and lot, soap factory, with a vacant lot attached	John Hasson	300 00	3,500 00	3,000 00
	½ square of vacant ground Pitt, Withe, and St. Asaph streets		–	400 00	400 00
	½ do do Withe, Washington, and St. Asaph streets		–	500 00	500 00
	A lot and small house opposite Bank of Potomac	James Lee	40 00	800 00	800 00
	A vacant lot on Duke street		–	900 00	600 00
	Do do Fairfax street				
	25 acres of land on Washington road		–	1,250 00	1,250 00
	10 acre lot on do do	Geo. Blish	60 00	1,500 00	1,500 00
			$1,669 00	$41,450 00	$28,450 00

Burnell vs. Cawood et al.

31

Answer of Daniel Cawood.

The answer of Daniel Cawood, surviving partner of the late firm of Daniel Cawood & Co., which firm was composed of this respondent, and the late Joseph Mandeville, deceased, to the bill exhibited against him, on the chancery side of the circuit court of the District of Columbia, for the county of Alexandria, by Nathaniel Burwell. This respondent, saving to himself the benefit of exception to the many errors and untruths in the aforesaid bill of complaint contained, for answer to so much thereof, as he [is] advised it is material for him to answer, answers and says: That he did enter into the copartnership, as in the complainant's bill stated, on the 1st September, 1835, a copy of the articles of copartnership aforesaid, is herewith annexed, and the same prayed to be received as part of this answer; that the said copartnership did expire, by the terms thereof, on the 1st September, 1838; that his copartner, Joseph Mandeville, deceased, departed this life on the day of July, 1837, leaving a last will and testament, with a codicil thereto annexed, and appointing executors as therein stated; that this respondent had nothing to do in the making or preparing the will or codicil aforesaid, but that in consequence of its being made, he did continue to carry on the business after the death of said Mandeville, in the same manner, and under the same style and firm, that it was carried on during said Mandeville's life, and while connected in trade with the respondent, to wit: in the name of Daniel Cawood & Co., as merchants trading in the town of Alexandria.

This respondent believes, that it was generally understood by the public, and particularly by those dealing with the firm aforesaid, that the estate of the aforesaid Joseph Mandeville, deceased, under the provisions made by the codicil to his last will and testament, was to remain bound for the fulfilment of the contracts of the firm, made after the death of said Joseph Mandeville, so far as they were made within the terms and scope of the copartnership; and he admits that so he considered it; but he denies that he ever so expressed himself to the complainant.

He admits that the note and acceptance were given for money due to the complainants from the firm, and founded on transactions properly within the terms of the copartnership; and that the said note and acceptance, as exhibited by the complainant, are still unpaid and due the complainant.

This respondent neither admits or denies the insolvency of the firm, or in other words, its inability to pay its engagements out of the social property and funds; but he avers, that he has paid and satisfied claims against the firm since it terminated to the amount of about $14,000 from the sale of merchandise, and collection of debts due the firm; and that as fast as he can collect in the debts due the late concern, they will be faithfully applied to the discharge of the claims now in suit against the aforesaid firm of Daniel

Cawood & Co.; and that he is now, and for some time past has been, actively engaged therein.

He admits that the late firm of Daniel Cawood & Co. still owes about seven thousand dollars, and for which suits have been instituted in this honorable court; but he denies all fraud and concealment, and prays to be hence dismissed, &c.

CHR. NEALE,
Solicitor for Res.

ALEXANDRIA COUNTY, *sc:*

The respondent, Daniel Cawood, made oath before me, that the matters set forth in this answer, of his own knowledge, are true; and those stated on the knowledge of others, he verily believes to be true.

Given from under my hand, this the 29th day of Sept., 1839.

GEORGE WISE,
Justice of the Peace in and for the said county.

Articles of Copartnership.

This indenture, made this ninth day of July, one thousand eight hundred and thirty-six, between Joseph Mandeville and Daniel Cawood, both of the town of Alexandria, in the District of Columbia, witnesseth, that the said parties have been concerned in trade as copartners, at the intersection of King and Union streets, at Well, from the first day of September, 1835, under the firm of Daniel Cawood, until the day of last, and from that day, under the firm of Daniel Cawood & Company. That our said copartnership shall continue for the space of three years, computed from the first day of September last; and that if neither party doth give six months' previous notice to the other then to discontinue this copartnery, it shall continue three years longer from that date, unless terminated by mutual consent, or the death of either party during that time.

That to the books now used by said copartnery, shall be added from time to time, if necessary, such others as will be adequate to a clear record of all their transactions; they shall contain a statement, annually, of stock on hand, of all debts and credits, or property whatever, of said copartnery; also a correct account of balances taken therefrom, to show the actual condition of their affairs at the time; of which account, each party shall have a true copy, signed by both, which shall not in any after time be disputed, except for manifest error contained therein, during the life of both parties.

The said books shall be kept in a safe, convenient place, subject to the free access of both parties, as well after, as during the existence of said copartnery, and to their representatives, if either die before a final settlement of their joint affairs.

All money or goods already furnished, or hereafter brought into the copartnery by either of the said parties, shall stand at his

credit in account current, upon which account all debts and credits shall bear interest of six per centum per annum; all profits, losses, wages, rents, or other charges arising upon the copartnery business aforesaid, shall be placed to profit and loss account, thereby affecting equally the interest of both parties. All bonds, notes, or other securities made or taken for use of said copartnery, shall be in the name of their firm, in use at the respective dates thereof; no apprentice or servant shall be employed therein, except with the consent of both parties; neither of them shall compound, compromise, or release any debt owing to the copartnery, without the consent of the other, unless that other be absent at the time, when some decision of such may be necessary.

Neither of them shall, during the said copartnery, or before a final settlement be made between them, become bound for or with any other person, by bond, bail, judgment, or otherwise, without the consent of the other thereunto, in writing first had. The said parties shall proceed without delay to close the concerns in which they have been heretofore separately engaged; after that is done, neither of them shall, without the consent in writing of the other, during the term of this copartnery, be engaged in any trade or business other than for their joint account and benefit; but shall, during said term, if they shall so long live, use their best skill and power for their joint interest and advantage. The 31st of March last the business carried on by Joseph Mandeville, for his account, at the corner of King and Fairfax streets, was agreed to be thereafter carried on during this copartnery in his name, but for the joint, equal account and risk, in all respects, of the parties to this agreement of copartnery. The stock of goods then in said business was placed to credit of his account current of said estate, since when all purchases or sales are for mutual account as aforesaid: the like conditions as to books of account, and settlements annually of that concern, are hereby agreed to as of this copartnery.

Neither party is permitted to draw from the funds of this copartnery more than $100 monthly, without consent of the other thereto given, unless he whose capital exceeds the other may want money for purpose not connected with the trade.

If either party lends money of this copartnery to any person, without consent of the other, it shall be at the risk only of the party so lending it; the name of the copartnery shall in no manner be used, except for the business thereof, by either, except on his own sole risk.

In case of death of either party during this copartnery, no benefit of survivorship shall accrue to the survivor; but the surviving partner shall, out of the money then in hand, and as soon as other moneys shall come in, *shall*, with all possible speed, pay off all the debts owing by the said copartnery at the decease of the other. And after the books of the copartnery shall be carefully balanced, so as to show the amount of the respective capitals of the copart-

ners at the time, so much shall first be paid to the party or his representatives, whose capital exceeds the other, as will render them of like amount; and then, after the charges of collection and other incidental charges are paid, the whole residue of the copartnery estate, whether in goods, money, or debts, shall be equally divided between the surviving partner and the legal representatives of the party deceased, or sold, if the parties agree thereto, and the proceeds equally divided.

In case of any doubt or question regarding any clause in this agreement, the same shall be referred to two disinterested persons, one nominated by each party; if said referees see proper, they may appoint an umpire, and the decision of said referees, signed and delivered in due form to those concerned, shall be binding upon them, their executors, administrators, and heirs, respectively.

For the faithful performance of the covenants herein contained, the said parties bind themselves, their heirs, executors, and administrators, mutually in the penal sum of ten thousand dollars.

In witness whereof, they have hereto set their hands and seals, interchangeably, the day and year aforesaid.

JOSEPH MANDEVILLE, [L. S.]
DANIEL CAWOOD, [L. S.]

Sealed and delivered in presence of
MATTHEW MEAGHER,
RICHARD WRIGHT.

John West made defendant.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 18th day of November, 1841, came the parties aforesaid by their attorneys, and on the motion of John West, claiming to be interested in the subject matter of this suit, it is ordered that the complainant have leave to amend his bill and make the said John West defendant, and ordered that subpœna be awarded against him to answer the bill; and the cause is returned to the rules for further proceedings to be had therein.

Referred to Commissioner Moore to settle the account of Mandeville's estate.

On the motion of the complainant, it is further ordered that Master Commissioner Moore do state, settle, and report to the court the account of William C. Gardner as executor of Joseph Mandeville, deceased, stating the personal estate of the said Mandeville left by him *him* at his death, and how much thereof has come to the hands of the executor, the value of it, and how the same have been disposed of; particularly whether any of the legacies have been paid out of the personal estate, and to what amount; and also the value of the personal assets still in the hands of the executor; and that he report any special matter that he may deem pertinent, or either party may require.

And at the rules held in the clerk's office of the said court for the month of December, 1841, came the complainants by Edm. J. Lee, Esq., his solicitor, and filed his amended bill, which is in these words:

Amended bill.

To the honorable the judges of the United States Circuit Court of the District of Columbia, for Alexandria county:

Humbly complaining, showeth unto your honors, your orator, Nathaniel Burwell, that heretofore, to wit, on the 29th September, 1838, he instituted a suit on the chancery side of this honorable court, against Daniel Cawood, the surviving partner of the late firm of Daniel Cawood & Co., and against William C. Gardner, executor of Joseph Mandeville a partner of the said firm of Daniel Cawood & Co. That in the said suit his bill of complaint was duly filed, and such other proceedings had, so as to have the said suit set for hearing at October term, 1841, when one John West, claiming an interest in the estate of said Mandeville, applied to the court to be made a defendant therein. This request of the said West having been granted by your honors, your orator prays that the said West may be made a defendant to the bill heretofore filed as aforesaid, and that the said West may be compelled to answer the same in as full and perfect a manner, as if all the matters and things therein set forth were here separately and distinctly repeated; and that such order and decree relative to said West may be made in the premises as to the court may appear equitable, may it please the court to grant to your orator the United States most gracious writ of subpœna to the said Jno. West directed, commanding him, &c.

EDM. I. LEE, *for Compl't.*

And at another day, to wit: at the rules held in the clerk's office of said court for the month of April, 1842, (until which time this cause had been regularly continued,) came the defendant John West, by Francis L. Smith, Esq., his attorney, and filed there the following demurrer, which is in the words and figures following:

Demurrer to bill.

The defendant, John West, not confessing all or any of the matters and things in said complainant's bill to be in such manner and form as the same are therein set forth and alleged, doth demur to the said bill, and for cause of the demurrer shows, that it appears by the complainant's own showing that James Mandeville, Mary Mandeville, Julia Mandeville, Maria Scott, wife of Sabrett E. Scott, Eliza Hill, Rebecca J. Hill, Jamima Ross, Ellen Mandeville, (now intermarried with one Joseph Smith,) and Sarah A. Hill therein named, are necessary parties to said suit, inasmuch as it is therein stated that the testator Joseph Mandeville, on the 3d day of June, 1837, publish-

ed his last will and testament creating the said James Mandeville general devisee, and the said Julia and Mary Mandeville, Maria Scott, Eliza Hill, Rebecca J. Hill, and Jamima Ross general legatees; the said Ellen Mandeville (now Ellen Smith) general legatee and contingent devisee, and the said Sarah A. Hill special legatee under said will; and that it is further provided in the said will of the said Joseph Mandeville, that if the personal property of his estate should prove insufficient to pay the entire amount of the legacies therein made, that his real estate should be sold by *by* his executor for that purpose. Yet the said complainants have not made the said James, Mary, and Julia Mandeville, Sabrett E. Scott, and Maria Scott his wife, Eliza Hill, Rebecca J. Hill, Jamima Ross, Joseph Smith and Ellen his wife, (formerly Ellen Mandeville,) and Sarah A. Hill, parties to the said bill.

And for further cause of demurrer to said bill, the said defendant John West shows, that the said complainant has not by his said bill made such a case as entitles him in a court of equity *to any discovery from the defendant*, or any relief against him as to the matters contained in said bill, or any such matters; and that any discovery which can be made by this defendant cannot be of any avail to said complainant, for any of the purposes for which a discovery is sought against said defendant by said bill, nor entitle the said complainant to any relief in this court, touching any of the matters therein complained of.

Wherefore and for divers other good causes of demurrer appearing in the said bill, this defendant doth demur thereto, and he prays the judgment of this honorable court, whether he shall be compelled to make any further and other answer to the said bill, and he himself prays to be dismissed hence with his reasonable costs in this behalf sustained.

JONES & SMITH, *P. Q.*

To the filing of which demurrer the complainant, by his solicitor, objects, and the same is set for argument at the next term.

And at the rules held in the clerk's office of said court for the month of May, 1842, master commissioner Moore filed his report, which is in the words and figures following:

Commissioner Moore's report.

DISTRICT OF COLUMBIA, *Alexandria county, to wit:*

NATHANIEL BURWELL and others, *vs.* CAWOOD, MANDEVILLE'S EX'R. and als. } October term, 1841.

Report of Master Commissioner Moore.

Pursuant to the annexed order of court, the undersigned commissioner respectfully reports, that he has settled the accounts of William C. Gardner, acting executor of Joseph Mand ville, deceased,

which are hereto appended, wherein it appears that the personal estate of testator, including debts due to him individually, and as copartner of Samuel B. Larmour, so far as the same have come to the hands of the executor, amounts to $6,501 18, which has been consumed in the payment of debts, legacies, and the expenses of administration, except the sum of $1,036 70.

The legacies paid are $842 90, the valuation of household furniture, slaves, &c., specifically devised to Mrs. Ann Hill, and the further sum of $150 paid to Mary Mandeville on account of her moneyed legacy. There is a very small amount of debts remaining due to the estate, which, when collected, will be accounted for by the executor.

A. MOORE, *M. C.*

Commissioner's Office, April 29, 1842.

1st Account.

Dr. The estate of Joseph Mandeville, deceased, in account with William C. Gardiner, executor.

1837.	To cash p'd Register of Wills - -	1	$27 37
	James Green, burial expen.	2	37 00
	Reid Cross, do. do.	3	8 00
	Wm. Carmichael, cartage,		75
	Corporation taxes to Burchell	4	130 47
	Do. do. on joint account of Sam. B. Larmour	4	83 66
	Thomas Burrage - -	5	4 50
	Oliver Field - -	6	6 21
	Reuben Potter - -	7	2 50
	Benjamin Barton - -	8	7 50
	Matthias Snyder, jr. -	9	12 76
	Taxes for 1837 - -		
	To cash p'd Jas. Jack, bal. on account -	10	2 13
	Fire Insurance Co. prem. -	11	61 00
	Alexandria Library Co. -	12	6 00
	George McLeish - -	13	2 56
	Mount and O'Brian -	14	16 81
	John H. Brent - -	15	11 10
	R. & W. Ramsay - -	16	32 00
	Dr. William Washington -	17	25 00
	William C. Yeaton - -	18	50 00
	William Brent, clerk fees -	19	6 03
	Gales & Seaton - -	20	11 00
	George Seaton - -	21	4 63
	William Brent, clerk fees -	22	2 50
	Edmund I. Lee, do. -	23	2 65

1st Account.—Continued.

1833.	To cash p'd S. B. Lamour, ½ of $250, for rent of property, corner of King and Fairfax streets, due 1st June	24	$125 00
	Doctor J. C. Hall	25	47 00
	Edgar Snowden	26	3 50
	Sarah A. Hill, special legacy of slaves, furniture, &c. as appraised	27	842 90
	Wm. Gregory	28	22 18
	Doctor Richards	29	30 00
	J. Butcher	30	22 00
	E. I. Lee	31	11 59
	H. Chatton	32	3 00
	St. Paul's Church	33	5 00
	S. A. Hill	34	50 00
	10 per cent. commis. on $3,652 71		365 27
	Balance due estate		1,570 94
			$3,652 71

Cr.

1837. 23 Sept.	By cash of Lawrence W. Berry $169 $\frac{54}{100}$, debt due to Mandeville & Larmour by W. B. Stone, ½ is	$84 77
	By amount of appraisement of furniture, slaves, &c., specific legacy to Sarah A. Hill	842 90
	By amount of sales of sundries at auction, per account recorded	1,421 04
1838. Jan. 9.	By cash of E. Laphin $6; John Corse $5 33; Wm. Jamieson $9 05; Wm. H. Mount $7 28; L. M. Lowe $27 61; R. W. Icoxen $15 40;	70 67
June 6	By cash of George P. Wise	7 85
July 21	C. Murray $12 87; Geo. Dole, $17 26; M. Jamieson $11 36; S. Berkley on acc. $19; S. Messersmith $2 50;	62 99
Aug. 2	Wm. H. Miller, Pres., dividend on 328⅓ shares Col. Ins. stock	985 50
Sept. 1	Geo. P. Wise, note $50, int. $5 50	55 50
	Joseph H. Hampson	7 79
" 10	E. Palmer $16 56	16 56
	M. Ashton (July 12th)	7 66

1st Account.—Continued.

1838.		
Sept. 10	By cash of L. N. Berry on acc. W. B. Stone's debt - - - -	$89 48
		$3,652 71

Errors and omissions excepted.

(Signed.) WM. C. GARDNER, *Ex'r.*

2nd Account.

Dr. The estate of Joseph Mandeville in account with Wm. C. Gardner, executor.

1838.			
Oct. 10	To cash paid S. B. Larmour for ¼ qr. rent of store, due 1st Sept. - -		$31 25
18	Joseph Eaches, commissioner, by order of the circuit court -		115 50
1839.			
Jan. 11	Alexander Moore - -		28 02
17	E. J. Lee - - -		4 78
22	Geo. S. Hough, funeral -		5 50
	Dan'l. Minor, Dep. Mar. -		3 84
24	A. D. Harmon's bill $24 00, less for account against him 12 38		11 62
	Edgar Snowden - - -		1 75
	Eliza Kennedy - - -		59
	George Drinker, library tax -		4 00
	Joseph C. Hill, for deed of the castle - -	$30 00	
	Mr. Taylor, for preparing it - -	5 00	
	Chas. Scott, for acknowledgment -	50	
	E. I. Lee, for recording	2 27	
			37 77
May 5	M. Meagher, for note due to him 5th Nov. '36, on demand -		500 00
	For 2½ years interest on do. -		75 00
	L. B. Taylor, attorney - -		50 00
	Wm. Moss, clerk of Fairfax -		1 00
	Wm. Brent, clerk Washington co. circuit court ½ - -		1 25
	Joseph Eaches' account -		3 00

2nd Account.—Continued.

May 5	To cash paid Edgar Snowden, for publishing this account - - -	$1 75
	10 per cent. commission on $2,087 78 collected since last settlement -	208 78
	balance due the estate - - -	2,573 32
		$3,658 72
1838.	*Cr.*	
	By balance of 1st account settled - -	$1,570 94
	amount recovered of Wm. Gregory -	15 96
Nov. 23	Rev. J. Smith - - - -	34 27
	S. A. Hill - - - -	77 40
1839.		
Jan. 9	J. H. Ladd - - - -	400 00
22	I. Irwin & Co., balance - - -	6 79
24	Thomas H. Jones - - -	20 79
April 8	Alexander Kerr's estate for prop. by J. M. at corporation sale, 29th April, 1837 - - - $22 82	
	Interest - - - 4 48	
		27 30
July 19	William H. Miller's final dividend on 328½ shares Ins. Co. stock - -	304 52
	Lawrence Berry, collected by him of Thomas Stone - - -	189 69
	R. C. Mandeville, collected from Richard Stone - - - -	50 00
	Wm. Morland, collected by him -	106 94
	John H. Ladd, bal. note - -	581 12
Sept. 7	Joseph H. Bradley, on acc't of Wright and Hent's debt - - -	100 00
19	Do. on acc't do. do. -	173 00
		$3,658 72
1839		
Dec. 18	By balance due the estate - - -	$2,573 32

Errors excepted.

WM. C. GARDNER,
Executor of Jos. Mandeville, deceased.

3d Account.

Dr. The personal estate of Joseph Mandeville, deceased, in account with Wm. C. Gardner, executor.

1839		
Dec. 18	To amount of Alex. Moore's account, register	$18 16
	Award of Com'r. Eaches in favor of S. B. Larmour - - - $704 58	
	Interest - - - 92 76	
		797 34
	Award of sundry debts by said commissioner, which had been transferred by Jos. Mandeville to himself, and so collected, one half of which belonged to S. B. Larmour, viz:	
	Of L. W. Berry's debt of W. B. Stone -	94 84
	Of R. C. L. Moncure for debt of R. Stone	25 00
	Of J. H. Ladd & Co. - - -	490 56
	Of J. H. Bradley, for Wright & Kent's acc't	136 50
	Of W. Moreland, for J. Reamer's debt -	53 47
	Amount paid E. I. Lee, clerk of circuit court, for fees as per bill - -	14 58
	Amount paid do. fee bill, for proceedings of A. C. Cazenove as't. the castle for ground rent - - - -	2 40
	Amount of Robert I. Taylor's bill, fees -	58 00
	Alex. Library, tax to July, 1839 -	4 00
	To D. Minor, execution for costs of suit against Cawood, brought by J. West -	14 00
	Sheriff of Fauquier co. half fee bill -	44
	S. B. Larmour, half of his bill for expenses, postages, &c. - - -	14 76
	Balance to new account - - -	1,482 90
		$3,198 96
	To paid register of wills - - -	18 16
	Do. E. Snowden - - -	1 75
1841	10 per cent. commission on $625 64 collected - - - -	62 56
Jan. 1	Balance due the estate - - -	1,400 43
		$1,482 90

3d Account.—Continued.

1839	*Cr.*		
Dec. 18	By balance of 2d account settled this day by Orphans' court - - -		$2,573 32
Dec. 18	By a moiety of sundry debts of S. B. Larmour & Co., and Mandeville and Larmour, collected since last return, viz:		
	Of Tuberville for bag of shot	$2 00	
	Of Mary Mooney, balance -	50	
	Of Brooks for N. Tolson's debts	219 48	
	Of Elias Edwards - -	15	
	Of Catts for Hubbard's debt -	9 68	
	Of Bowie for Moore's debt -	264 33	
	Of Minor for B. Rust's debt -	740 29	
		$1,251 28	625 64
			$3,198 96
1841			
Jan. 1	By balance - - - -		$1,482 90

WM. C. GARDNER, *Executor.*

ALEXANDRIA, *Jan. 1st*, 1842.

Personal estate of Joseph Mandeville, in account with Wm. C. Gardner, executor.

	Dr.	*Cr.*
By balance of 3d acc't settled - -	–	$1,400 43
cash of Major Steel for a debt -	–	33 30
Do. Wright & Kent - -	–	101 75
		$1,535 48
To tax on share in Alexandria Library, 1840	$3 00	
To cash paid C. McKnight, fees in case against Portia Hodgson's estate, sent to a jury - - - -	4 50	
To tax on share in library for 1841 - -	3 00	
Mary Mandeville on acc't of legacy to her	130 00	
Samuel Bartle on account of judgment against Jos. Mandeville - -	316 37	
Wm. C. Gardner's commissions - -	13 50	
A. Moore, register - - -	6 66	
E. Snowden, publication - -	1 75	
Balance to new account - -	1,036 70	
	$1,535 48	

May 1st, 1842.—By balance of this 4th account.

WM. C. GARDNER, *Ex'r. of Jos. Mandeville.*

ALEXANDRIA, *May 1st*, 1842.

Bill dismissed, with costs.

And now here, at this day, to wit: at a court continued and held for the district and county aforesaid the 26th day of June, 1842, came the parties aforesaid, by their solicitors; and the demurrer filed by the defendant, John West, in this cause, having been duly set down for argument on this day, this cause now coming on to be heard on the argument of said demurrer, and the same having been argued before the court by counsel, as well on the part of the complainant as of the defendant, and the court having heard and considered such argument, is of opinion that the general assets of the estate of the said Joseph Mandeville, deceased, in the hands of his executor, William C. Gardner, one of the said defendants, are not chargeable with any debt contracted by the defendant Cawood, in the name of the firm of Daniel Cawood & Co., after the death of the former partner of the firm, the said Joseph Mandeville; and being of opinion that the defendant's said demurrer is well taken and fully sustained in argument, and that the complainant's bill contains no matter, allegation, or charge laying any foundation for equitable relief in the premises, it is now, this 10th day of June, 1842, by the consideration of this court, adjudged, ordered, and decreed that the said bill be, and the same is hereby, dismissed, with costs.

Appeal.

From which decree the complainant prays an appeal to the Supreme Court of the United States, which is granted, upon his giving bond and security in the sum of two hundred dollars, conditioned to pay all costs the defendants incur in case the complainant shall fail to prosecute his said appeal with effect.

Bond.

Know all men by these presents, that we, Robert Crupper and William Fowle, are held and firmly bound unto Daniel Cawood, William C. Gardner, executor of Joseph Mandeville, deceased, and John West, in the sum of two hundred dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of June, 1842.

Whereas at a United States Circuit Court of the District of Columbia, continued and held for the county of Alexandria the 10th day of June, 1842, in the suit of Nathaniel Burwell against Daniel Cawood, William C. Gardner, executor of Joseph Mandeville, and John West, it was by the said court decreed and ordered that the complainant's bill be dismissed, with costs; from which decree the complainant prayed, and obtained an appeal to the Supreme Court of the United States. Now, the condition of the above obligation

is such, that if the said Nathaniel Burwell shall prosecute his appeal and pay all costs and damages which may be awarded against him in case he shall fail therein, then the above obligation to be void, otherwise to remain in full force and virtue.

ROBT. CRUPPER, [L. S.]
WM. FOWLE, [L. S.]

Sealed and delivered in presence of
EDM. I. LEE.

Approved. W. CRANCH.

DISTRICT OF COLUMBIA, ALEXANDRIA COUNTY, *to wit:*

I, Cassius F. Lee, clerk of the United States Circuit Court of the District of Columbia for Alexandria county, hereby certify that the foregoing is a true transcript of the record of the proceedings in a suit lately depending in said court, in which Nathaniel Burwell was plaintiff and Daniel Cawood and others were defendants.

[L. S.] In testimony whereof I hereto set my hand and affix the seal of the said court this 21st day of July, 1842.

CASSIUS F. LEE.

Filed August 10, 1842.